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UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA

FASTENERS FOR RETAIL, INC.,	)	CASE NO: 2:10-CV-0306-JCM-RJJ
	)	
Plaintiff,	)	
	)	<b>DEFAULT JUDGMENT</b>
v.	)	
	)	
NINGBO LIUHE PLASTICS CO. LTD.	)	
and NINGBO ZHENHAI LIUHE	)	
PLASTICS CO. LTD.,	)	
	)	
Defendants.	)	

Plaintiff Fasteners for Retail, Inc.'s ("FFR") Motion For an Award of Statutory Damages having been fully briefed, the Court having considered FFR's Verified Complaint against Defendants Ningbo Liuhe Plastics Co. Ltd. and Ningbo Zhenhai Liuhe Plastics Co. ("Ningbo") and all exhibits thereto, the Declaration of Paul A. Mueller, FFR's Memorandum of Law in support of its motion, the default entered against Ningbo for failing to appear or otherwise respond to the Complaint despite proper service of same and the summons, and the Court being fully advised in the premises, finds as follows:

1. FFR is the owner of six patents, one registered trademark, four copyrighted photographs, and trade secrets at issue in this litigation. These items are collectively referred to as the "Intellectual Property," and they are presumed valid.

1                   2.     Ningbo acquired access to FFR's Intellectual Property through a  
2 business relationship in which Ningbo was required to sign a confidentiality  
3 agreement.

4                   3.     After the business relationship between FFR and Ningbo  
5 ended, Ningbo used FFR's Intellectually Property to create and market competing  
6 products that are substantially identical to those of FFR.

7                   4.     Ningbo has, by its actions, infringed FFR's six patents, one  
8 trademark through 17 different Ningbo products, and four copyrighted works,  
9 and Ningbo has misappropriated trade secrets. The Court finds that Ningbo's  
10 infringement was willful because it knew of FFR's Intellectual Property, having  
11 gained knowledge thereof directly from FFR through a prior business relationship  
12 and had agreed to keep it confidential and not use the Intellectually Property for  
13 its own benefit.

14                  5.     17 U.S.C. § 504(c)(1) allows a court to award statutory damages  
15 of not less than \$750 and not more than \$30,000 for every instance of copyright  
16 infringement.

17                  6.     17 U.S.C. § 1117(c)(1) allows a court to award statutory  
18 damages of not less than \$1,000 and not more than \$200,000 for every instance of  
19 trademark infringement.

20                   **Accordingly, IT IS HEREBY ORDERED THAT:**

21                  1.     In addition to the permanent injunction entered by separate  
22 order, Plaintiff is awarded the following statutory damages:

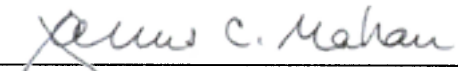
23                  2.     \$20,000 for each of the four instances of copyright infringement,  
24 for a total of \$80,000 for copyright infringement.

25                  3.     \$5,000 for each of Ningbo's 17 products that infringe upon  
26 FFR's trademark, for a total of \$140,000 for trademark infringement.


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1                   4.     The total judgment of \$220,000 shall accrue post-judgment  
2 interest as pursuant to 28 U.S.C. § 1961.  
3

4 DATED: August 20, 2010.  
5

6   
7 \_\_\_\_\_  
8 UNITED STATES DISTRICT COURT JUDGE

9 Order Prepared By:  
10 MORRIS PETERSON

11 By   
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